

14
George Pandi
1 SOMERSET CRESENT
RICHMOND HILL ON L4C8N2 Canada
Tel: 905 883 3080
EMAIL:polititis40@hotmail.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE,

STEVE PANDI AND EILEEN A QUEZADA

DEBTORS.

) IN PROCEEDINGS UNDER CHAPTER 7
) Case No.: 2:16-BK-11585-SHG
)
) **RESPONSE TO OBJECTION TO PROOF OF**
) **CLAIM**
) No. 17 Filed by George Pandi
)
)
)
)
)
)

George Pandi on his own behalf responds to the objection to proof of claim as filed by the attorneys for the unsecured creditors of SAMT 2009,LLC, ROSS HOLDINGS FAMILY,LLC and ENTREPENEUR OPPERTUNITY FUND I.

I kindly ask this honorable court to dismiss this objection on the basis this is not an action for the bankruptcy court and if the objection is valid there is no estate.

I don't know why this is an issue for bankruptcy court and that this should be a state matter.

I provide my response to their objection:

1. FIRST BASIS

I deny that I have an unenforceable obligation under 11 u.s.c. § 502(b)1 as submitted in this objection. As a secured creditor from Steve's first bankruptcy case No. 2:15-bk-08300-DPC , my attorney made a successful Motion to Dismiss both debtors and the corporation from Chapter 11 so that as the secured creditor I could seize the corporate assets.

The courts accepted my position as secured creditor, accepted that any seized assets from the corporation would not satisfy my debt but there would be no funds available to the unsecured creditors. The objectors were all notified of this motion, and filed no objection or dispute. Objectors have therefore accepted my secured creditors position along with my right to seize those corporate assets. On this basis alone I request this objection be dismissed in full.

Should the courts believe there is any issue of valid consideration I have provided proof in my accounting that there was an exchange of funds for the security I received validating my consideration. I believe any further legal argument for this issue should be handled as a state matter.

2. SECOND BASIS

I dispute objectors claim that my attorney issued a letter to the debtor Steve Pandi, no letter has been issued to Steve Pandi.

The letter provided by my attorney Donald Hudspeth is only addressed and issued to JUMPIN JAMMERZ LLC and STEVE PANDI PRESIDENT for the corporation. The letter is mailed to Steve Pandi's home as the corporation lost its place of business and Steve's residence is the only place to serve proper notice for the Corporation. Steve Pandi was the only officer for Jumpin Jammerz LLC and must sign for the corporation. The letter from my attorney indicates within the first line to whom I am recording and perfect my lien against -

" George Pandi has a recorded and perfected security interest in the inventory and assets of your company Jumpin Jammerz LLC which you plead as collateral for a loan."

On this basis I request that the courts dismiss the objection in full.

3. THIRD BASIS

In my understanding for this portion of the objection I have undervalued the goods I seized, I fully dispute this claim and state that I have in fact substantially overvalued the seized inventory.

I provide the following response that the valued goods received are actually overvalued. My seizure of the corporate assets took place with a court approval after the corporation was dismissed from its chapter 11 bankruptcy which was almost 2 years after the original estimated value placed by Steve Pandi. Since the stock has not been replenished and the goods I received are the leftover stock after 2 holiday seasons, I inherited inventory that did not contain full sizing for each product making it extremely hard to sell, the products were riddled with manufacturing flaws from zippers breakage to bad stitching issues, expired licenses making some product an issue to sell, damaged packaging due to poor storage after Steve lost his warehouse. I respectfully provide to the court in addition to my lien I took possession of the UCC lien filed by Merchant Capital Exhibit (1&2). The combined security of both liens are in excess of the debt owed by the corporation and I have suffered a substantial losses. I request that on this basis that the objection be dismissed in its entirety.

4. FOURTH BASIS PARTIAL RELEASE

I deny that a partial release should be considered and provide the following response to each section of this claimed objection. The following documentation as referred to in this objection the " alleged disbursement record", this is not an accounting statement but simply a reference to verify transaction IDs only and should not be treated as a statement of account for financial records.

a) The provided transaction numbers are the FINANCIAL TRANSACTION ID and should not be confused with WIRE PAYMENT ID. I submit that no blatant error has taken place and provide the following Exhibits (3). The objectors are well aware of the difference between Financial transaction and Transaction WIRE ID and have deliberately attempted to complicate matters.

b) I dispute any claim that a duplicate transaction has taken place and the courts are being misled by the objectors in treating the referred document "Disbursement Record" as an accounting statement. There is no evidence in my accounting statement that I credited this transaction amount for double the amount and I confirm that I have only recorded one payment of \$17,000.00 in my accounting. I refer to the courts to my exhibit(4) which has the recorded amounts to validate the arrived balance as stated in my claim. However I would like to point out that even though my accounting does not show a duplicate charge the objectors are attempting to subtract \$ 34,000.00 from my balance owed, had such an error even occurred their deduction amount requested should be \$17,000.00.

c) I dispute that the payments made to the Objectors should not be dismissed from my submitted balance. As stated in section A) these are the financial transaction ID not the wire ID and provide Exhibit (5) as proof of payment sent to the Objectors. I request that on the basis of this blatant error and bad conduct by the objectors for disputing their own received payments be grounds for dismissing this objection and any punitive damages the courts see fit.

d) I dispute that payments made after the promissory note are being claimed as a part of a secured debt and I have only been submitted those transaction as part my unsecured proof claim. The objectors make reference to the date of May 2017

in this section for a new promissory note to which I have no knowledge and request further explanation as to this date so I may respond in further detail if required.

The objectors have failed on all basis that I have an invalid claim in whole or in part as a secured creditor. The objectors furthermore unnecessary complicated matters in attempt to strike payments by misleading the courts in believing that the wire payments were either duplicated and that the payments they themselves received as noted in the 4th basis section C should be discounted from my balance. The objectors further duplicated their own deductions as noted in 4 basis section b in an attempt to further reduce my claimed amount and therefore any accounting or balances proposed by the objectors should be discarded and dismissed in its entirety.

The objectors are well aware there is no estate for either the secured or unsecured creditor and that the only creditor within this case to gain any estate funds should any be available would be the IRS. This objection is purely an exercise to incur unnecessary costs an waste both my time and the courts. I request the courts to consider the conduct of the objectors as ground not only to dismiss their objection but to remove the Objectors themselves as creditors. My research show "a Chapter 7 debtor only has standing to object to a claim if he or she will be financially impacted by the payment of the claim". I ask this honorable court on this basis to provide relief for my incurred costs and any punitive damages that it sees fit to award.

Dated this 31 day of July , 2017


GEORGE PANDI

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In Re

STEVE Pancli
and Eileen A Quezada

Debtor(s)

Chapter

Case No.

Adv. No.

7
2:16-BK-11585-SHG

Plaintiff(s)

v.

Defendant(s)

CERTIFICATE OF SERVICE

I, George Pancli (Name) certify that I am, and at all times during the service of process, was not less than 18 years of age.

I further certify that the service of this summons and a copy of the complaint was made on Canada Post mail (Date) Aug 1 2017 by:

X

Mail Service: Regular, first class ~~United States~~ mail, postage fully pre-paid, addressed to:

Goldman & Zwilling LLC
17851 North 85th St Ste 175
Scottsdale AZ 85255

☐

Personal Service: By leaving the process with the defendant or with an officer or agent of defendant at:

☐

Residence Service: By leaving the process with the following adult at:

☐

Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at:

☐

Publication: The defendant was served as follows: [Describe briefly]

☐

State Law: The defendant was served pursuant to the laws of the State of _____ as follows: [Describe briefly]
(Name of State)

If service of process was made by personal service, residential service, or pursuant to state law, I further certify that I am not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

(Date)

08-01-2017

(Signature)

(Print Name)

(Business Address)

(City, State, Zip Code)

[Signature]
George Pancli

1 Sunset Cres

Richmond Hill On Canada Ln 14C BND

Summary Certificate of Service
11-2006

2011 15:03 FAX 18007520088

CAPITOL SERVICES

002/002

EXHIBIT
#1
FILED
ARIZONA SECRETARY OF STATE
04/19/2011 03:22 PM
201116520938

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

MIKE ROCCO

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MERCHANT CAPITAL SOURCE LLC
2120 MAIN ST STE 220
HUNTINGTON BEACH, CA 92648-7454

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME (Insert only one debtor name (file or 1b) - do not abbreviate or combine names)

1a. ORGANIZATION'S NAME JUMPIN JAMMERZ LLC			
OR	1b. INDIVIDUAL'S LAST NAME		SUFFIX
1c. MAILING ADDRESS 2406 S. 24TH STREET, UNIT #C120 PHOENIX		CITY PHOENIX	STATE AZ
1d. ZIP+4 85034		POSTAL CODE 85034	COUNTRY USA
1e. REGISTRATION	ADD INFO RE ORGANIZATION DEBTOR	1f. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	1g. JURISDICTION OF ORGANIZATION AZ
1h. ORGANIZATIONAL ID#, if any L-1407617-9		<input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (Insert only one debtor name (file or 2b) - do not abbreviate or combine names)

2a. ORGANIZATION'S NAME JUMPIN JAMMERZ			
OR	2b. INDIVIDUAL'S LAST NAME		SUFFIX
2c. MAILING ADDRESS 2406 S 24TH STREET, UNIT C#120 PHOENIX		CITY PHOENIX	STATE AZ
2d. ZIP+4 85034		POSTAL CODE 85034	COUNTRY USA
2e. REGISTRATION	ADD INFO RE ORGANIZATION DEBTOR	2f. TYPE OF ORGANIZATION DBA	2g. JURISDICTION OF ORGANIZATION AZ
2h. ORGANIZATIONAL ID#, if any		<input checked="" type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR (GP) - Insert only one party name - do not abbreviate)

3a. ORGANIZATION'S NAME MERCHANT CAPITAL SOURCE LLC			
OR	3b. INDIVIDUAL'S LAST NAME		SUFFIX
3c. MAILING ADDRESS 2120 MAIN STREET, SUITE 220 HUNTINGTON BEACH		CITY HUNTINGTON BEACH	STATE CA
3d. ZIP+4 92648		POSTAL CODE 92648	COUNTRY USA

4. The FINANCING STATEMENT covers the following collateral:

"All of Merchant's accounts receivable and other accounts, all chattel paper, all documents, all equipment, all fixtures, all general intangibles, all instruments, all inventory, all investment property, and all proceeds and products thereof."

5. ALTERNATIVE DESIGNATION (if any) (see 101)	6. SELLER/LESSOR	7. CONSIGNEE/CONDOR	8. RAISE/TAILORED	9. SELLER/BUYER	10. AG LIEN	11. NON-UCP/BLIND
6. OPTIONAL FILER REFERENCE DATA JUMPIN JAMMERZ - AZ - STATE						

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC9) (REV. 05/22/02)

Capital Services, Inc.

1 / 1



EXHIBIT
#2

To whom it concern,

Merchant Capital confirms by way of this letter that George Pandi bought out our UCC lien filed against Jumpin Jammerz LLC valued at the time in the amount of 40k. We closed out our lien per instructions received by Mr. Pandi.

Yours truly,

Eric Slutzky

Merchant Capital

714-969-7878 ext 102

Merchant Capital Source, LLC
2120 Main Street, Suite 220
Huntington Beach, CA 92648



Canada Trust

EXHIBIT 11 3A

WIRE PAYMENT INSTRUCTIONS

Date: Thursday July 25, 2013

Branch: 1999

Wire Payment ID: 130725B6727200
Financial Transaction ID: 22674

Wire Payment Amount: 7,700.00 USD ✓
Handling Fees: 30.00 CAD

Sending Customer: MR GEORGE PANDI
Street Address: 1 SOMERSET CRES
City: RICHMOND HILL
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1590 7115056

Receiving Customer: JUMPIN JAMMERZ LLC
Street Address: 2406 S. 24TH STREET, SUITE C120
City: PHOENIX
Province/State: AZ
Country: UNITED STATES (US)
Account#/IBAN: 2748799851
Customer Code: 122100024

Settlement Bank: CHASE BANK
Street Address: 4250 WEST THUNDERBIRD RD., SUITE 2
City: PHOENIX 85053
Province/State: AZ
Country: UNITED STATES (US)
Bank Code: CHASUS33
Intermediary Bank Account#:

TERMS AND CONDITIONS

Wire Payment Instructions: By signing below, the customer confirms that (a) the information set out in the Wire Payment Instructions (the "Form") is accurate and complete and (b) authorizes The Toronto-Dominion Bank (the "Bank") to execute the wire payment based on this information. The customer will not have any recourse to the Bank due to the inaccuracy or insufficiency of any information in the Form. If the Form describes an account number for an account held by someone other than the beneficiary named in the Form, the Bank may execute the wire payment to the account number shown in the Form notwithstanding such inconsistency.

Bank Handling Fees: The customer agrees to pay to the Bank the Handling Fees shown on the Form.

Other Party Fees: The Bank may use the services of its affiliates, a foreign correspondent and/or another third party (the "Other Parties"), acting in each case, as principal and not as the customer's agent, to send wire payments. The customer agrees that the Other Parties may charge a fee for their services, and that these fees, together with any fees charged by the beneficiary bank, might be deducted from the Wire Payment Amount resulting in the beneficiary receiving an amount less than the Wire Payment Amount. These fees are not always known to the Bank. In no event shall the Bank be held liable for any fees so deducted. The customer acknowledges that the Bank may receive revenue as a result of the imposition of these fees charged by the Other Parties or the beneficiary bank.

Foreign Currency Conversions: The customer authorizes the Bank to send the wire payment in the currency of the Wire Payment Amount shown on the Form. If the customer is paying for the Wire Payment Amount in a currency other than the currency of the Wire Payment Amount, the Bank is authorized to convert such currency into the currency of the Wire Payment Amount. The rate of exchange to be used in any such conversion will be determined by the Bank and the customer acknowledges being advised of, and authorizing the rate of exchange. The customer understands that the exchange rate being used may result in revenue being earned on the conversion by the Bank. The customer acknowledges that the beneficiary bank may (a) reject a wire payment or (b) convert the wire payment for any reason, including for the reason that the wire payment was sent in a currency other than the local currency of the beneficiary bank or that the wire payment is not in the currency of the beneficiary's account. Foreign wire payments may be subject to delays for reasons including time-zone issues, the remote location of the beneficiary bank and cultural differences with respect to holidays.

WIRE PAYMENT INSTRUCTIONS

Date: Thursday July 25, 2013

Branch: 1999

Wire Payment ID: Pending
Financial Transaction ID: 22674

Wire Payment Amount: 40,000.00 USD ✓
Handling Fees: 50.00 CAD

Sending Customer: MR GEORGE PANDI
Street Address: 1 SOMERSET CRES
City: RICHMOND HILL
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1590 7115056

Receiving Customer: SUZHOU INDUSTRIAL PARK BEE FASHION
Street Address: SUZHOU
City: SUZHOU 215002
Province/State:
Country: CHINA (CN)
Account#/IBAN: 548258193428
Customer Code:

Settlement Bank: BANK OF CHINA LIMITED
Street Address: SUZHOU
City: SUZHOU
Province/State:
Country: CHINA (CN)
Bank Code: BKCHCN33
Intermediary Bank Account#:

TERMS AND CONDITIONS

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Exhibit 4

YEAR	MONTH	BANK	Financial Transaction ID #	Amount Wired in US \$	Wire Recipient
2010	18-Jun	TD Canada Trust	621205	\$ 25,500.00	Steve Pandi
"	7-Jul	TD Canada Trust	643260	3,000.00	Steve Pandi
"	9-Jul	TD Canada Trust	646541	8,913.30	sheng hua
"	23-Jul	TD Canada Trust	663285	2,000.00	Steve Pandi
"	12-Aug	TD Canada Trust	686624	9,000.00	Suzhou Yibo textile -china
2011	2-Sep	TD Canada Trust	167142	20,000.00	Suzhou Yibo textile -china
2013	11-Feb	TD Canada Trust	b ank state	25,000.00	Steve Pandi
2013	25-Jul	TD Canada Trust	22674	40,000.00	Souzou Industrial-China
"	42941	TD Canada Trust	22674	7,700.00	Jumpin Jammerz LLC
"	3-Aug	TD Canada Trust	352384	17,000.00	Jumpin Jammerz LLC
2014	3-Mar	Scotia Bank	63982	9,000.00	SMT 2009 LLC
"	6-Mar	TD Canada Trust	140306B1201300	5,000.00	Souzou Industrial-China
"	10-Mar	TD Canada Trust	810991	8,971.48	cohesian
"	11-Mar	TD Canada Trust	309383	6,000.00	Entrepreneur Opportunity Funds
"	11-Mar	TD Canada Trust	309383	2,100.00	PLU investment LLC
"	11-Mar	TD Canada Trust	309383	4,500.00	Clear Funds LLC
"	13-Mar	TD Canada Trust	312257	3,400.00	ASC
"	17-Mar	TD Canada Trust	319335	3,400.00	ASC
"	5-Apr	TD Canada Trust	350461	20,000.00	Souzou Industrial-China
"	5-Apr	TD Canada Trust	350462	129,500.00	Jumpin Jammerz LLC
"	21-Apr	TD Canada Trust	864175	3,200.00	US Loan Servicing -LV
			Sub-total April 2014	\$ 353,184.78	
2014	21-Jun	TD Canada Trust	460041	5,000.00	Aken schenk
"	2-Jul	TD Canada Trust	475106	4,000.00	Bestit com inc
"	28-Aug	TD Canada Trust	554565	15,000.00	Steve Pandi
2015	17-Mar	TD Canada Trust	820645	8,000.00	Magnus Aagency
2016	15-Sep	TD Canada Trust	483063	2,500.00	qingdao xia-china
2017	18-Jan	TD Canada Trust	618113	18,000.00	wire for Glendale back penalties
				\$ 405,684.78	



WIRE PAYMENT INSTRUCTIONS

Date: Tuesday March 11, 2014

Branch: 1999

Wire Payment ID: 140311B3467200
Financial Transaction ID: 309383

Wire Payment Amount: 6,000.00 USD
Handling Fees: 50.00 CAD

Sending Customer: MR GEORGE PANDI
Street Address: 1 SOMERSET CRES
City: RICHMOND HILL
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1590 7115056

Receiving Customer: ENTREPRENEUR OPPORTUNITY FUND
Street Address: 5725 SCOTTSDALE ROAD SUITE C-195
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Account#/IBAN: 457018268733
Customer Code:

Settlement Bank: BANK OF AMERICA
Street Address:
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Bank Code: 026009593
Intermediary Bank Account#:

TERMS AND CONDITIONS

Wire Payment Instructions: By signing below, the customer confirms that (a) the information set out in the Wire Payment Instructions (the "Form") is accurate and complete and (b) authorizes The Toronto-Dominion Bank (the "Bank") to execute the wire payment based on this information. The customer will not have any recourse to the Bank due to the inaccuracy or insufficiency of any information in the Form. If the Form describes an account number for an account held by someone other than the beneficiary named in the Form, the Bank may execute the wire payment to the account number shown in the Form notwithstanding such inconsistency.

Bank Handling Fees: The customer agrees to pay to the Bank the Handling Fees shown on the Form.

Other Party Fees: The Bank may use the services of its affiliates, a foreign correspondent and/or another third party (the "Other Parties"), acting in each case, as principal and not as the customer's agent, to send wire payments. The customer agrees that the Other Parties may charge a fee for their services, and that these fees, together with any fees charged by the beneficiary bank, might be deducted from the Wire Payment Amount resulting in the beneficiary receiving an amount less than the Wire Payment Amount. These fees are not always known to the Bank. In no event shall the Bank be held liable for any fees so deducted. The customer acknowledges that the Bank may receive revenue as a result of the imposition of these fees charged by the Other Parties or the beneficiary bank.

Foreign Currency Conversions: The customer authorizes the Bank to send the wire payment in the currency of the Wire Payment Amount shown on the Form. If the customer is paying for the Wire Payment Amount in a currency other than the currency of the Wire Payment Amount, the Bank is authorized to convert such currency into the currency of the Wire Payment Amount. The rate of exchange to be used in any such conversion will be determined by the Bank and the customer acknowledges being advised of, and authorizing the rate of exchange. The customer understands that the exchange rate being used may result in revenue being earned on the conversion by the Bank. The customer acknowledges that the beneficiary bank may (a) reject a wire payment or (b) convert the wire payment for any reason, including for the reason that the wire payment was sent in a currency other than the local currency of the beneficiary bank or that the wire payment is not in the currency of the beneficiary's account. Foreign wire payments may be subject to delays for reasons including time-zone issues, the remote location of the beneficiary bank and cultural differences with respect to holidays.

Exhibit "5" b



WIRE PAYMENT INSTRUCTIONS

Date: Tuesday March 11, 2014

Branch: 1999

Wire Payment ID: 140311B3466800
Financial Transaction ID: 309383

Wire Payment Amount: 2,100.00 USD
Handling Fees: 30.00 CAD

Sending Customer: MR GEORGE PANDI
Street Address: 1 SOMERSET CRES
City: RICHMOND HILL
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1590 7115056

Receiving Customer: PLU INVESTMENTS LLC
Street Address: 5725 NORTH SCOTTSDALE ROAD C-195
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Account# / IBAN: 004681666940
Customer Code:

Settlement Bank: BANK OF AMERICA
Street Address:
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Bank Code: 026009393
Intermediary Bank Account:

TERMS AND CONDITIONS

Wire Payment Instructions: By signing below, the customer confirms that (a) the information set out in the Wire Payment Instructions (the "Form") is accurate and complete and (b) authorizes The Toronto-Dominion Bank (the "Bank") to execute the wire payment based on this information. The customer will not have any recourse to the Bank due to the inaccuracy or insufficiency of any information in the Form. If the Form describes an account number for an account held by someone other than the beneficiary named in the Form, the Bank may execute the wire payment to the account number shown in the Form notwithstanding such inconsistency.

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Exhibit 5c

WIRE PAYMENT INSTRUCTIONS

Date: Tuesday March 11, 2014

Branch: 1999

Wire Payment ID: 140311B3465700
Financial Transaction ID: 309383

Wire Payment Amount: 4,500.00 USD
Handling Fees: 30.00 CAD

Sending Customer: MR GEORGE PANDI
Street Address: 1 SOMERSET CRES
City: RICHMOND HILL
Province/State: ON
Country: CANADA (CA)
Sending Customer Reference Account: 1590 7115056

Receiving Customer: CLEAR FUNDS LLC
Street Address: 10456 W 74 STREET
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Account# / IBAN: 186897276
Customer Code:

Settlement Bank: JP MORGAN CHASE BANK
Street Address:
City: SCOTTSDALE
Province/State: AZ
Country: UNITED STATES (US)
Bank Code: 122100024
Intermediary Bank Account#:

TERMS AND CONDITIONS

Wire Payment Instructions: By signing below, the customer confirms that (a) the information set out in the Wire Payment Instructions (the "Form") is accurate and complete and (b) authorizes The Toronto-Dominion Bank (the "Bank") to execute the wire payment based on this information. The customer will not have any recourse to the Bank due to the inaccuracy or insufficiency of any information in the Form. If the Form describes an account number for an account held by someone other than the beneficiary named in the Form, the Bank may execute the wire payment to the account number shown in the Form notwithstanding such inconsistency.

Bank Handling Fees: The customer agrees to pay to the Bank the Handling Fees shown on the Form.

Other Party Fees: The Bank may use the services of its affiliates, a foreign correspondent and/or another third party (the "Other Parties"), acting in each case, as principal and not as the customer's agent, to send wire payments. The customer agrees that the Other Parties may charge a fee for their services, and that these fees, together with any fees charged by the beneficiary bank, might be deducted from the Wire Payment Amount resulting in the beneficiary receiving an amount less than the Wire Payment Amount. These fees are not always known to the Bank. In no event shall the Bank be held liable for any fees so deducted. The customer acknowledges that the Bank may receive revenue as a result of the imposition of these fees charged by the Other Parties or the beneficiary bank.

Foreign Currency Conversions: The customer authorizes the Bank to send the wire payment in the currency of the Wire Payment Amount shown on the Form. If the customer is paying for the Wire Payment Amount in a currency other than the currency of the Wire Payment Amount, the Bank is authorized to convert such currency into the currency of the Wire Payment Amount. The rate of exchange to be used in any such conversion will be determined by the Bank and the customer acknowledges being advised of, and authorizing the rate of exchange. The customer understands that the exchange rate being used may result in revenue being earned on the conversion by the Bank. The customer acknowledges that the beneficiary bank may (a) reject a wire payment or (b) convert the wire payment for any reason, including for the reason that the wire payment was sent in a currency other than the local currency of the beneficiary bank or that the wire payment is not in the currency of the beneficiary's account. Foreign wire payments may be subject to delays for reasons including time-zone issues, the remote location of the beneficiary bank and cultural differences with respect to holidays.